

November 29, 2022

Janet DeTesta  
2110 West End Drive Apt: 111  
Etobicoke, Ontario  
W7T 6G2

\* Sent via Email \*

Dear Janet DeTesta,

First Notice - (s.5(b) Tarion Addendum)

**UNAVOIDABLE DELAY EVENT HAS OCCURRED**

2174372 ONTARIO LTD. (the Vendor) sale to Janet DeTesta (collectively, the "Purchaser") of **Test Lot** in the proposed Subdivision to be developed on Part of Lot 12 Concession 3, Municipality of Clarington, Ontario and marketed as: **Test Lot in Orchards Enclave pursuant to an Agreement of Purchase and Sale dated the 29th day of July, 2020 and any amendments, if any.**

As the COVID-19 pandemic continues to evolve rapidly, the Vendor is closely monitoring the situation to determine its possible effects on the progress of your home. Pursuant to the agreement of purchase and sale between the Vendor and Purchaser, specifically the Addendum, an event attributed to extraordinary circumstances (such as a strike, fire, act of God, act of war or pandemic) is classified as an **"Unavoidable Delay"** \*.

**PLEASE NOTE:**

1. We are writing to confirm that an Unavoidable Delay event has occurred affecting the above noted purchase and sale agreement as follows. The World Health Organization declared the COVID-19 outbreak a global pandemic on the 11th day of March, 2020 has continued and while this pandemic previously did not have any substantive impact on the development and construction of your home, circumstances have changed. As a result of the long range impacts of the pandemic, the Vendor has been continuously affected by disruptions in the supply chain for building materials, finishing materials and fixtures as well as the availability of skilled labour (the **"Event"**).
2. The Vendor is hereby advising you that the Event has disrupted the supply of construction materials and the availability of construction trades required to complete the work on your home.
3. You should be aware that the delay in the completion of your home will include the combination of two (2) periods of time. The total delay will include both:
  - i) the period of time the Event directly impacts the work on your Home; and,
  - ii) any additional period of delay in coordinating labour forces, procuring construction materials and/or obtaining necessary approvals necessary to remobilize in the aftermath of the Event.
4. It is difficult at this stage to be certain how long the total delays may be and thus how the construction schedule for your Home will be affected. The Unavoidable Delay provisions, set out in the Addendum included with your agreement of purchase and sale, allow the Vendor to unilaterally extend critical dates with notice, however, without the requirement of providing delay compensation.

As more information becomes available, we will keep you informed of developments. We would refer you to the Tarion website setting out all of their COVID-19 information at:

[COVID-19 Pandemic Response: Information for Homeowners | Tarion.com](https://www.tarion.com/homeowners/covid-19)

<https://www.tarion.com/homeowners/covid-19>

You may contact also Tarion Warranty Corporation at 1-877-TARION (1-877-982-7466).

If you have had any change to your email or mailing address noted above or the name of the lawyer you will have act for you for this transaction, please have your lawyer inform our lawyer in writing.

We hope you and your loved ones are keeping safe and taking the necessary measures to protect yourselves and others at this time.

Please Note: This advisory has been sent via E-Mail and Regular Mail

Dated this 29th day of November, 2022

**2174372 ONTARIO LTD.**

Per:

Rita Thomson

\*An "Unavoidable Delay" means a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which is beyond the reasonable control of the builder and is not caused or contributed to by the fault of the builder.